

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is made this _____ by and between the National Institute of Environmental Health Sciences, an agency of the United States Government, having a place of business at 111 T.W. Alexander Drive, Research Triangle Park, North Carolina, 27709 (hereinafter referred to as "NIEHS"), and _____, a corporation organized and existing under the laws of the State of _____, having a place of business at _____.

WHEREAS, NIEHS has certain proprietary information in the nature of know-how, trade secrets and/or other property of a confidential nature relating to _____ (hereinafter referred to as the "Confidential Information") and

WHEREAS _____ is interested in examining the Confidential Information in order to determine the desirability of acquiring rights in and to the Confidential Information and/or under any patent rights obtained therefore,

NOW, THEREFORE in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. NIEHS shall disclose and transmit to _____ the Confidential Information solely for the purpose of and in sufficient detail to enable _____ to fully evaluate such disclosure to determine the desirability of negotiating a formal agreement and of acquiring rights to use the Confidential Information, whether or not patentable.

2. _____ agrees to accept the Confidential Information and to employ all reasonable efforts to maintain the Confidential Information secret and confidential, such efforts to be no less than the degree of care employed by _____, to preserve and safeguard _____ own confidential information. The Confidential Information shall not be disclosed, revealed, or given to anyone except employees of _____, who have a need to have the information in connection with _____ evaluation, and who have entered into a secrecy agreement with _____ under which such employees are required to maintain confidential and secure the proprietary information of _____, and such employees shall be advised by _____ of the confidential nature of the information and that the information shall be treated

accordingly.

3. It is hereby acknowledged by _____ that they shall incur no liability merely for examining and considering the Confidential Information, however, _____ agrees that it will not use the Confidential Information of attempt to commercialize it, its derivatives, or products using or embodying either, unless and until a further signed agreement is first made providing the terms and conditions under which rights are to be acquired by _____.

4. _____ obligations under Paragraphs 2 and 3 above shall not extend to any part of the Confidential Information:

a) that can be demonstrated to have been in the public domain or publicly known and readily available to the trade of the public prior to the date of the disclosure; or

b) that can be demonstrated to have been in _____ possession or readily available to _____ or its subsidiaries from another source prior to the disclosure; or

c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by _____ or its subsidiaries.

5. _____ obligations under Paragraphs 2 and 3 above shall extend for a period of five (5) years from the date of disclosure.

6. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to _____ of any license or other rights under any patent, patent application or other intellectual property right or interest belonging to the U. S. Government or as permitting _____ to unfairly obtain the right to use any Confidential Information which becomes publicly known through an improper act or omission on its part.

_____ agrees to examine and consider the subject matter of the Confidential Information on the foregoing basis.

Signature and Title Date

Company Name and Address

NATIONAL INSTITUTE OF ENVIRONMENTAL HEALTH SCIENCES

Associate Director for Management, NIEHS

Date

Associate Director for Management
National Institute of Environmental Health Sciences
P.O. Box 12233
Research Triangle Park, North Carolina 27709